

SOUTHWICKE TOWNHOMES ASSOCIATION

BY-LAWS

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**BY-LAWS OF
SOUTHWICKE TOWNHOMES ASSOCIATION**

These are the By-Laws of SOUTHWICKE TOWNHOMES ASSOCIATION (hereinafter referred to as "Association"), a corporation organized pursuant to Chapter 504A of the Code of Iowa for the purposes granted or implied by the Declaration of Covenants, Conditions and Restrictions for SOUTHWICKE ("Declaration") to administer the property located upon the following-described real property in the City of West Des Moines, Polk County, Iowa:

Lot 2, Southwicke, an Official Plat, now
included in and forming a part of the City of
West Des Moines, Polk County, Iowa

Those terms capitalized in these By-Laws shall have the same meaning as such terms in the Declaration.

I.

MEMBERS AND VOTING RIGHTS

1. **Members.** The Owners shall constitute the members of the corporation and a membership shall automatically cease upon termination of all interests which constitute a person an owner. Declarant shall be and have the right of members with respect to unsold Lots.

2. **Proof of Ownership.** An owner of record shall be recognized as a member without further action for so long as he holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present to the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights as a member of the Association. (Failure to provide such evidence shall not, however, relieve any owner of his membership obligations). A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner which he represents.

3. **Multiple Ownership.** If more than one person is an owner of the same Lot, all such owners shall select the person who shall serve as the member, but all such owners shall remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owner of that Lot shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and

filed with the Association and such person shall be deemed to hold ownership for purposes of voting and determining the representation of such ownership Lot at any meeting or for purposes otherwise provided herein. If such membership shall not be in good standing and the votes appurtenant to that Lot shall not be considered in determining a quorum or any vote or for any other purpose until this By-law is complied with. Such certificate shall continue in force until revoked in writing and filed with the Association Secretary.

4. Voting Rights. The owners of each Lot shall be entitled to one vote for each Lot on all matters to be determined by the members of the Association as contemplated by the Declaration, including any supplements or amendments thereto.

5. Special Voting Rights While Declarant Is Lot Owner. Notwithstanding the above, the Declarant under the Declaration shall be the sole voting member until it no longer owns any Lot in the Properties.

II.

MEMBERS' MEETINGS

1. Location. The annual and any special meeting shall be held at a time and at a place within Polk County, Iowa, chosen by the Board of Directors, and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the Notice thereof.

2. Special Meeting. A special meeting shall be held whenever called by the President, or, in his absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast 33-1/3% of the votes of the entire membership.

3. Notice. The Secretary or his designate shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to paragraph 2 shall give like written notice of such special meeting. All notices shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting that is not directly related to the purpose or purposes stated in the notice of meeting for which such meeting is held.

4. Service of Notice. Notice of a members' meeting shall be given by mailing or delivering the same not less than ten (10), nor more than thirty (30), days prior to the date of the meeting. Notice shall be deemed duly given if mailed by first class mail to the member at the address of his Lot within the Properties, unless

at the time of giving such notice he has given written direction, delivered to an officer or member of the Board of Directors, specifying a different mailing address to be carried on the rolls of the Association. If more than one person is an owner of the same Lot or if more than one fiduciary or other official is acting in the premises, notice shall be deemed given when given in accordance with this paragraph to the person named in the certificate filed with the Association in accordance with paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto. Notice given pursuant hereto shall be sufficient if given to all such owners of record with the Association Secretary as of the date of mailing.

5. Quorum. A quorum at a members' meeting shall consist of the presence of members or other persons in person or by proxy, holding a majority of the votes outstanding. The acts carried or approved by a vote of a majority of the votes represented at a meeting at which a quorum is present shall constitute the acts of the members unless a different rule is provided herein or by the Articles of Incorporation, the Declaration, or other agreement to which the Association is a party. The President, or, in his absence or disability, the Vice President shall preside at each members' meeting; if neither the President or the Vice President is available to preside, a chairman shall be elected by the members present at such meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements herein and the required quorum at any such subsequent meeting shall be one-half ($1/2$) of the required quorum at the preceding meeting, provided such subsequent meeting shall be held sixty (60) days following such preceding meeting. A quorum at a members' meeting called for the purpose of taking any action under Article III, Section 3 or 4 of the Declaration shall consist of the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($1/2$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. 36

6. Proxy. At any membership meeting, the presence of an owner and the exercise of the voting rights of an owner or person entitled to cast votes, by proxy shall be permitted and recognized provided such proxy must be in writing and signed by the owner or entitled to cast votes and shall set forth the Lot with respect to which such rights are appurtenant, the number of votes appurtenant thereto and the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

7. Agenda. At all meetings the order of business shall consist of the following:

- A. Election of chairman, if required.
- B. Calling roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of unapproved minutes.
- E. Reports of officers, if applicable.
- F. Reports of committees, if applicable.
- G. Election of Directors, if applicable.
- H. Unfinished business.
- I. New business.

III.

BOARD OF DIRECTORS

1. Initial Directors. The affairs of the Association shall be managed by a Board of three (3) Directors. The initial Board shall consist of such person(s) as the Declarant may appoint and need not be members of the Association. The initial Board shall serve until the first annual members' meeting. From and after such first annual meeting of the members, the Board of Directors shall be selected from the members of the Association provided, however, that if the Declaration still owns any Lot(s), then at least one of the Directors need not be a member of the Association. An officer or designated agent of a corporate member qualifies to serve as an elected Director.

2. Number and Term. At the first annual members' meeting and each meeting thereafter, three (3) Directors shall be elected. The term of office of each Director so elected shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided.

3. Election of Directors. Each Director shall be elected by ballot (unless dispensed with unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election and each member shall be elected by separate ballot (unless provided otherwise by unanimous consent of the members).

4. Vacancies. Except as provided in Paragraph 5 of this Article, vacancies in the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

5. Removal. The initial Directors shall be subject to removal only by the Declarant. Thereafter, a Director may be

removed by the affirmative vote of a majority of the members of the Association at a special meeting called for that purpose. The vacancy in the Board of Directors so created by removal shall be filled by the affirmative vote of the members at such special meeting or at any subsequent regular or special meeting. No Director shall continue to serve if, during his term of office, he shall cease to be an Owner.

6. Compensation. The initial Directors, and officers selected by the initial Directors, shall serve without compensation. Thereafter, Directors shall receive such compensation and expense reimbursement as is approved by the members entitled to vote at any annual or special meeting.

7. Organizational Meeting. An organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected. No further notice of the organization meeting shall be necessary.

8. Regular and Special Meetings. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified or rescinded. Special meetings of the Board may be called by the President, Vice President, or any two Directors provided not less than two (2) days' notice shall be given, personally or by mail, telephone, or facsimile, which notice shall state the time, place and purpose of the meeting.

9. Quorum. A quorum at a Board meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by Declaration of these By-Laws.

10. Presiding Officer. The presiding officer of a Directors' meeting shall be the President or in his absence, the Vice President. In the absence of the President and Vice President, the Directors present shall designate one of their number to preside.

11. Committees. The Board of Directors, by resolution approved by all members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

IV.

POWER AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation, and the Declaration. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration which governs the use of the land, and shall include, but shall not be limited to the following:

1. To make and collect assessments against members.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement, and operation of the Properties, including Common Elements, and facilities, and making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefor.
4. The reconstruction, repair, restoration, or rebuilding of the Properties and of any Lot as applicable after casualty; the construction of new improvements or alterations if authorized; to make and amend regulations respecting the use and occupancy of the Properties and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, By-Laws, and Resolutions of the members.
5. To enforce by legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration, and the regulations for the use of the Properties; and to take legal action in the name of the Association and on behalf of its members.
6. To contract for management of the Properties and to delegate to such contractor any or all powers and duties of the Association except such as are specifically required by the Declaration, By-Laws, or Resolution of the members to have approval of the Board of Directors or the membership of the Association.
7. To employ, designate, and remove personnel to perform the services required for proper operation of the Properties.
8. To carry insurance upon the Properties, Buildings, and Common Elements.

9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Properties and not billed directly to owners of the individual Lots.
10. To conduct all votes or determinations by members other than at a membership meeting.
11. To borrow money from any bank, lending institution or agency for the use and benefit of the Association, and to secure the loan or loans by pledge of the assets of the Association, and from time to time to renew such loan and give additional security.
12. To do such other acts as are necessary and proper to effect the purpose of the Properties as stated in the Declaration and By-Laws, provided such acts are not otherwise prohibited.

V.

OFFICERS

1. Designation, Election, and Removal. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and may be removed and replaced by vote of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the By-Laws or by specific grant from the Board, but subject at all times to the provisions of the By-Laws and to the control of the Board of Directors.

2. President. The President shall be the chief executive officer of the Association. He shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association.

3. Vice President. The Vice President shall preside over membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President, and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. Secretary. The Secretary shall keep the minutes of all proceedings of membership and meetings and Directors' meetings and shall have custody and control of the minute book of the Association except those of the Treasurer.

5. Treasurer. The Treasurer shall have control of the funds and other property of the Association and shall keep the financial books and records thereof.

6. Compensation. The compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor the contracting with a Director for the management of the Properties.

7. Authorized Signatures. Any instrument affecting an interest in real estate shall be executed pursuant to the terms of Article XI of the Articles of Incorporation.

VI.

FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for income tax purposes) which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

- a) Current expenses which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for the contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.
- b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.
- c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation, or obsolescence.

2. The Board of Directors shall establish, and on behalf of the Association, assess against each Lot, and the owners thereof only shall be liable for a share of the items in the budget adopted pursuant to Paragraph 1 which bears the same ratio to the total budget as the Lot bears to the total of all Lots subject to

assessment. Such share shall be assessed for the fiscal year for which the budget was prepared annually, in advance, and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective Lot owner or owners in 12 equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the amount of such assessment shall not change, but the due date for each installment that would otherwise be due and payable less than 30 days from the giving of such notice shall be due and payable on the due date of the first installment that is due not less than 30 days from the date such notice is mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors if the total amount of the budget as amended does not exceed 110% of the total amount of the budget as originally adopted for the said fiscal year. In the event the budget, as amended, exceeds the limitation of the previous sentence, such budget may be adopted at a special members' meeting upon an affirmative vote of a majority of the members present at such meeting. The additional amount so budgeted shall be assessed to each Lot in the same manner as assessments for the annual budget and shall be prorated along the remaining installments due and payable in such year.

3. The Board of Directors shall, in addition to the assessments in Paragraph 2 above, levy and collect on a regular basis special assessments against certain Lots which use a disproportionate amount of water, trash collection or other common services provided by the Association at a common expense. Prior to the levying of any special assessment, the Board of Directors shall first determine upon reasonable grounds that a certain Lot is using more of a common service than the normal residential use and then determine how much more usage has been incurred or will be incurred. The Board shall notify the Lot owner of the intended special assessment and allow the owner to attend the meeting and present a showing as to this usage of common services. If the owner is in disagreement as to the amount of or the applicability of a special assessment, he and the Association shall submit the same to arbitration pursuant to and in accordance with Chapter 679A of the Code of Iowa (1991).

4. Assessments for common expenses for emergencies and extraordinary expenditures, which cannot be paid from the annual assessments for common expenses or the maintenance reserve fund shall be made only after notice of the need thereof to the Lot owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one half of the votes appurtenant to the Lots concerned, the assessment shall become effective, and it shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof. In

the event any expenditure for repair or replacement of any Lot or common elements cannot be paid from annual assessments but can be at least 90% paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

5. If an owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installment of the assessment upon notice thereof to such owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to such owner either personally or by registered or certified mail. Interest shall be computed and due on balance due under this paragraph but upon such due date at the maximum rate of interest allowable by law from the date such balance becomes due and payable in accordance with the preceding sentence, such interest shall be in addition to any other payments for which said owner is liable.

6. The holder of a mortgage on any Lot, upon its filing a written request with the Association, shall be given written notice from the Association of any default by the mortgagor in the performance of the mortgagor's obligations under these By-Laws, or the Declaration which is not cured within thirty (30) days.

7. All sums assessed but unpaid including, but not limited to, interest with respect to a Lot or against a Lot owner shall constitute a lien on such Lot prior to all other liens except (1) the lien of all general real estate taxes and special assessments, and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by the Association in which event the Lot owner shall be required to pay a reasonable rental for the Lot. The Association may sue for money judgment for unpaid assessment and interest or sums due without foreclosing or waiving any lien which it holds.

8. If a mortgagee or purchaser of a Lot obtains possession as a result of foreclosure of a first mortgage, or deed in lieu of foreclosure, such mortgagee or purchaser, his successors and assigns, shall not be liable for the assessments chargeable to such Lot due prior to the acquisition of possession and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all Lot owners including the mortgagee or purchaser, his successors and assigns, all without prejudice to the right of the Association to collect the same from the defaulting Lot owner personally. The owner of a Lot pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner but without prejudice to the right of such grantee or devisee to recover from grantor the amounts paid therefor. The grantee or other successor

in interest of an individual subject to a levy of assessment on account of default shall be liable for any such special assessment.

9. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

10. An accounting of the Association's books shall be made annually and a copy of the report shall be made available for inspection by each member not later than sixty (60) days after the close of the fiscal year for which the report is made.

VII.

INSURANCE

The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance:

- (1) Fire insurance with extended coverage insuring the Buildings, together with all air-conditioning equipment and other service machinery contained therein and covering the interests of the Association, the Board of Directors, and all Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Directors, each of which policies shall contain the standard mortgagee clause in favor of each mortgagee of a Lot which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interests may appear, subject however, to the loss payment provisions in favor of the Board of Directors.
- (2) Worker's compensation insurance;
- (3) Public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least covering each member of the Board of Directors, the managing agent, if any, and each Owner and with cross-liability endorsement to cover liabilities of the Owners as a group to an Owner;
- (4) Appropriate insurance, if available, for the protection of the Board of Directors and officers from personal liability in the management of the Association; and

- (5) Such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurers as a result of any insurance carried by Owners or of invalidity arising from acts of the insured or any Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Lots. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Lots at least ten (10) day's prior to the expiration of the then current policies.

Owners shall carry insurance for their own benefit insuring their bathroom and kitchen fixtures, carpeting, drapes, wall-covering, fixtures, furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Owner. Proof of such insurance containing the waiver of subrogation shall be provided the Board of Directors upon request.

VIII.

REFERENDUM

Any vote or determination required or permitted to be made by the members of the Association and not required by law or any of the documents to be made at a meeting of the members may be taken or made pursuant to a referendum ballot. Such ballot may be initiated by one-third of the Board of Directors, or upon the written petition signed by one-third of the members. If such referendum is initiated, the Secretary shall forthwith prepare and mail to each member a ballot returnable in not less than ten (10) nor more than thirty (30) days from the date of mailing. If prior or subsequent to such petition, but not subsequent to such tally, a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

IX.

AMENDMENT

1. These By-Laws may be amended, altered, repealed or new By-Laws adopted by unanimous vote of the Board of Directors or the affirmative vote of two-thirds of the members at a regular or special meeting.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, a different amendment relative to the same subject matter may be adopted by those present, in person or by proxy and possessing the requisite percentage of membership and voting units, provided further no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II of Section 3 of these By-Laws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record which has notified the Association of his interest. More than one proposed amendment may be included in the notice of a meeting.

3. No modification or amendment of these By-Laws shall be effective unless set forth in an amendment executed and recorded in the office of the Recorder of Polk County, Iowa. Upon such recording, the amendment shall be effective against all persons regardless of whether such person had an ownership interest at the time the amendment was adopted.

X.

MERGER OR CONSOLIDATION

The Association shall have the power to merge with or consolidate with another homeowners' association or council of co-owners so as to provide for management of the Properties in connection with another Association. Merger and consolidation shall be in accordance with the procedures set forth in Chapter 504A, Code of Iowa (1991).

XI.

GENERAL PROVISIONS

1. Severability. The invalidity of any portion or provision of these By-Laws shall not affect the validity of the remaining provisions or portions hereof.

2. Seal. The Association shall not have a corporate seal.

3. Bonds. The Board of Directors may require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be a common expense of the Association.

4. Books of Records. The Association shall, at all times, maintain complete and accurate written records of each Lot and owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that Lot and owner. Any person may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

5. Obligations. Each member shall have the obligations as such member as are imposed upon him by the documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the property, except as the same may attach only against his appurtenant interest therein and be removable as such.

6. Certificates. The Board of Directors may in its discretion issue written evidence of membership but the same shall be evidence thereof only and shall in no manner be transferrable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to such assignment, hypothecation, or transfer of the Lot.


7. Perpetuities. No provision or restriction otherwise void by reason of application of the rules against perpetuities or Section 558.68 of the Code of Iowa shall continue for a period longer than the life of the last to survive of the owners and shareholder of the developer and their children in being at the time of the initial recording of the Declaration and twenty-one (21) years thereafter.

8. Use of Common Elements. Each owner or the lessee of his lot as applicable shall have a right to use and enjoy the common elements provided such use shall be limited to the use permitted by the Declaration and other governing documents of the Properties.

These By-Laws are hereby adopted as the By-Laws of SOUTHWICKE TOWNHOMES ASSOCIATION this 21 day of October, 1991.

SOUTHWICKE TOWNHOMES ASSOCIATION

By: Michael Myers
Michael Myers, Secretary


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Kind: BYLAWS
Recorded: 11/30/2012 at 09:26:26 AM
Fee Amt: \$12.00 Page 1 of 2
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2013-00049905
BK **14552** PG **404-405**

RETURN TO:

Prepared by and Return to:

Jane Shipman, Association Management Services, 8450 Hickman Road Suite 9,
Clive, Iowa 50325, 515-331-8003

AMENDED BYLAWS OF
SOUTHWICKE TOWNHOMES, INC.
KNOWN AS
SOUTHWICKE TOWNHOMES ASSOCIATION

The BYLAWS for SOUTHWICKE TOWNHOMES ASSOCIATION, a corporation organized pursuant to Chapter 504A of the Code of Iowa for the purposes granted or implied by the Declaration of Covenants, Conditions and Restrictions for SOUTHWICKE ("Declaration") to administer the property located upon the following-described real property in the City of West Des Moines, Iowa, Polk County, Iowa:

Lot 2, Southwicke, an official plat, now included in and forming a part of the
City of West Des Moines, Polk County, Iowa

Those terms capitalized in the By-Laws shall have the same meaning as such terms in the Declaration

The BY-LAWS, adopted on October 21, 1991, amend the following sections which have been voted on and approved by the association members on October 24, 2012 at the annual members meeting, being held at the West Des Moines Library, Polk County, Iowa.

BE IT RESOLVED, the following bylaws is amended and to read as:

III. Board of Directors-1. Initial Directors. The affairs of the Association shall be managed by a Board of three (3) Directors. The initial Board shall consist of such person(s) as the Declarant may appoint and need not be members of the Association. The initial Board shall serve until the first annual member's meeting. From and after such first annual meeting of the members, the Board of Directors shall be selected from the members of the Association provided, however, that if the Declaration still owns any Lot(s), then at least one of the Directors need not be a member of the Association. An officer or designated agent of a corporate member qualifies to serve as an elected Director.

Amended to read as:

III. Board of Directors-1. Initial Directors. From and after such first annual meeting of the members, the Board of Directors shall be selected from the members of the Association residing on a Lot or Living Unit. Thereafter the affairs of the Association shall be managed by a Board of no more than four (4) Directors.

III. Board of Directors-2. Number and Term. At the first annual members' meeting and each meeting thereafter, three (3) Directors shall be elected. The term of the office of each Director so elected shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided.

Amended to read as:

III. Board of Directors-2. Number and Term. The Board shall consist of no more than four (4) Directors being elected at the annual members meeting. The two Directors receiving the greatest percentages of votes shall hold office for a term of two (2) years and the remaining two (2) Directors shall hold office for the term of one (1) year, and shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided.

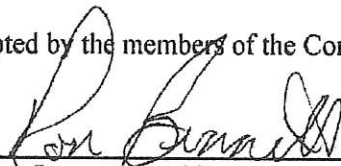
IX.Amendment-1. These By-Laws may be amended, altered, repealed or new By-Laws adopted by unanimous vote of the Board of Directors or the affirmative vote of two-thirds of the members at a regular or special meeting.

Amended to read as:

IX.Amendment-1. These By-Laws of the Association may be amended by a majority vote of all Owners in attendance at a regular or special meeting properly called for the purpose of voting on any amendments for which a quorum is present.

Except as so amended, the remainder of the Bylaws remains in full force and effect.

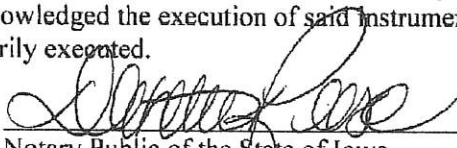
The undersigned certifies the above resolutions were adopted by the members of the Corporation, and have met the requirements for the amendment to pass.



Ron Bennett, President
SOUTHWICKE TOWNHOMES, Inc.

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 20 day of November, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared **Ron Bennett**, to me personally known who, being by me duly sworn, did say that that person is **President** of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and that the said **Ron Bennett** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Notary Public of the State of Iowa

